

MIN.

Multistate
LOAN NO.

NOTE

FHA CASH OUT

MARCH 26, 2003

[Date]
54 GRANT STREET
FARMINGDALE, NEW YORK 11735

[Property Address]

ORIGINAL

1. PARTIES

"Borrower" means each person signing at the end of this Note, and the person's successors and assigns. "Lender" means HOGAR MORTGAGE & FINANCIAL SERVICES, INC., A NEW JERSEY CORPORATION

and its successors and assigns.

2. BORROWER'S PROMISE TO PAY; INTEREST

In return for a loan received from Lender, Borrower promises to pay the principal sum of

TWO HUNDRED FIFTY THOUSAND SEVEN HUNDRED FIVE AND 00/100

Dollars (U.S. \$ 250,705.00), plus interest, to the order of Lender. Interest will be charged on unpaid principal, from the date of disbursement of the loan proceeds by Lender, at the rate of **SIX** percent (**6.000** %) per year until the full amount of principal has been paid.

3. PROMISE TO PAY SECURED

Borrower's promise to pay is secured by a mortgage, deed of trust or similar security instrument that is dated the same date as this Note and called the "Security Instrument." The Security Instrument protects the Lender from losses which might result if Borrower defaults under this Note.

4. MANNER OF PAYMENT

(A) Time

Borrower shall make a payment of principal and interest to Lender on the first day of each month beginning on **MAY 01**, 2003. Any principal and interest remaining on the first day of **APRIL 1**, 2018, will be due on that date, which is called the "Maturity Date."

(B) Place

Payment shall be made at **EAST 80 ROUTE 4, SUITE 190** **PARAMUS, NEW JERSEY 07652** or at such place as Lender may designate in writing by notice to Borrower.

(C) Amount

Each monthly payment of principal and interest will be in the amount of U.S. \$ **2,115.60**. This amount will be part of a larger monthly payment required by the Security Instrument, that shall be applied to principal, interest and other items in the order described in the Security Instrument.

(D) Allonge to this Note for payment adjustments

If an allonge providing for payment adjustments is executed by Borrower together with this Note, the covenants of the allonge shall be incorporated into and shall amend and supplement the covenants of this Note as if the allonge were a part of this Note. [Check applicable box]

Graduated Payment Allonge Growing Equity Allonge Other [specify]

5. BORROWER'S RIGHT TO PREPAY

Borrower has the right to pay the debt evidenced by this Note, in whole or in part, without charge or penalty, on the first day of any month. Lender shall accept prepayment on other days provided that Borrower pays interest on the amount prepaid for the remainder of the month to the extent required by Lender and permitted by regulations of the Secretary. If Borrower makes a partial prepayment, there will be no changes in the due date or in the amount of the monthly payment unless Lender agrees in writing to those changes.

FHA Multistate Fixed Rate Note - 1095
VMP -1R (0210)
VMP MORTGAGE FORMS - (800)521-7291
Page 1 of 2
Initials: *[Signature]*

LOAN NO.

6. BORROWER'S FAILURE TO PAY

(A) Late Charge for Overdue Payments

If Lender has not received the full monthly payment required by the Security Instrument, as described in Paragraph 4(C) of this Note, by the end of fifteen calendar days after the payment is due, Lender may collect a late charge in the amount of **FOUR** percent (**4.000** %) of the overdue amount of each payment.

(B) Default

If Borrower defaults by failing to pay in full any monthly payment, then Lender may, except as limited by regulations of the Secretary in the case of payment defaults, require immediate payment in full of the principal balance remaining due and all accrued interest. Lender may choose not to exercise this option without waiving its rights in the event of any subsequent default. In many circumstances regulations issued by the Secretary will limit Lender's rights to require immediate payment in full in the case of payment defaults. This Note does not authorize acceleration when not permitted by HUD regulations. As used in this Note, "Secretary" means the Secretary of Housing and Urban Development or his or her designee.

(C) Payment of Costs and Expenses

If Lender has required immediate payment in full, as described above, Lender may require Borrower to pay costs and expenses including reasonable and customary attorneys' fees for enforcing this Note to the extent not prohibited by applicable law. Such fees and costs shall bear interest from the date of disbursement at the same rate as the principal of this Note.

7. WAIVERS

Borrower and any other person who has obligations under this Note waive the rights of presentment and notice of dishonor. "Presentment" means the right to require Lender to demand payment of amounts due. "Notice of dishonor" means the right to require Lender to give notice to other persons that amounts due have not been paid.

8. GIVING OF NOTICES

Unless applicable law requires a different method, any notice that must be given to Borrower under this Note will be given by delivering it or by mailing it by first class mail to Borrower at the property address above or at a different address if Borrower has given Lender a notice of Borrower's different address.

Any notice that must be given to Lender under this Note will be given by first class mail to Lender at the address stated in Paragraph 4(B) or at a different address if Borrower is given a notice of that different address.

9. OBLIGATIONS OF PERSONS UNDER THIS NOTE

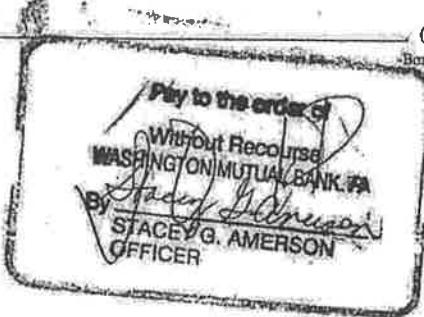
If more than one person signs this Note, each person is fully and personally obligated to keep all of the promises made in this Note, including the promise to pay the full amount owed. Any person who is a guarantor, surety or endorser of this Note is also obligated to do these things. Any person who takes over these obligations, including the obligations of a guarantor, surety or endorser of this Note, is also obligated to keep all of the promises made in this Note. Lender may enforce its rights under this Note against each person individually or against all signatories together. Any one person signing this Note may be required to pay all of the amounts owed under this Note.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Note.

 (Seal) _____ (Seal) _____
 RUBEN J. FLOREZ _____ -Borrower _____ -Borrower
 _____ (Seal) _____ (Seal) _____
 _____ -Borrower _____ -Borrower
 _____ (Seal) _____ (Seal) _____
 _____ -Borrower _____ -Borrower
 _____ (Seal) _____ (Seal) _____
 _____ -Borrower _____ -Borrower

VMR -1R (0210)

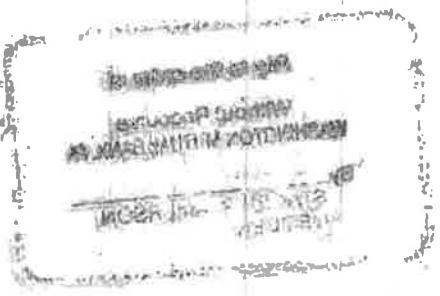
Page 2 of 2



PAY TO THE ORDER OF WASHINGTON MUTUAL BANK, FA WITHOUT
RECOURSE.

HOGAR MORTGAGE AND FINANCIAL SERVICES, INC. A NEW JERSEY
CORPORATION.


CONSUELO MACHADO
VICE PRESIDENT


CONSUELO MACHADO
VICE PRESIDENT
HOGAR MORTGAGE AND FINANCIAL SERVICES, INC.

LOAN #1:
MERS ID#:

LOAN #2: 5178

SEQ#

NEW YORK

ALLONGE

This Allonge is attached to and made a part of that certain Note or Bond, or Lost Note Affidavit in lieu of that certain Note or Bond,

Dated: 3/31/2003

Made By: RUBEN D. FLOREZ, Mortgagors/Trustors

To: HOGAR MORTGAGE AND FINANCIAL SERVICES INC, Mortgagee/Beneficiary

In the Amount of: \$250,705.00

Property Address: 54 GRANT ST, FARMINGDALE, NY 11735

Pay to the order of

without recourse.

WASHINGTON MUTUAL BANK (fka Washington Mutual
Bank, FA)

BY:

C. Fetner
Its: Authorized Representative

Pursuant to CPLR 2105 I have compared
this document with the original and found
it to be a true and complete copy

Signed:

Name:

05/26/2005 00:00 646-548-0308

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NASSAU COUNTY CLERK'S OFFICE
ENDORSEMENT COVER PAGE

Recorded Date: 10-15-2003 Record and Return To:
Recorded Time: 12:34:26 p HOGAR MORTGAGE & FINANCIAL SERVICES INC
Liber Book: M 25182 EAST 80 ROUTE 4
Pages From: 685 STE 190
To: 697 PARAMUS, NJ 07652

Control [REDACTED]
Number: [REDACTED]
Ref #: [REDACTED]
Doc Type: M01 MORTGAGE

Location: Section Block Lot Unit
OYSTER BAY (2024) 0018 00567-00 00021

Consideration Amount: 250,705.00

AAR001 Taxes Total 2,482.00
Recording Totals 74.00
Total Payment 2,556.00

THIS PAGE IS NOW PART OF THE INSTRUMENT AND SHOULD NOT BE REMOVED

KAREN V. MURPHY
COUNTY CLERK.



05/26/2005 00:00 646-548-0308

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PREPARED BY:

HOGAR MORTGAGE &
FINANCIAL SERVICES, INC.
EAST 80 ROUTE 4, SUITE 190
PARAMUS, NEW JERSEY 07652

[Space Above This Line For Recording Data]

State of New York

MORTGAGE

LNU C005

LOAN NO. [REDACTED]

MIN [REDACTED]

THIS MORTGAGE ("Security Instrument") is given on
The Mortgagor is
RODEN D. FLOREZ

MARCH 26, 2003

whose address is 54 GRANT STREET
PARKINGDALE, NEW YORK 11735
("Borrower"). This Security Instrument is given to Mortgage Electronic Registration Systems, Inc. ("MERS"), solely as nominee for Lender, its successors and assigns, is mortgaged. MERS is organized and existing under the laws of Delaware, and has an address and telephone number of P.O. Box 2006, Flint, MI 48501-2026, tel. (888) 679-MERS. FOR PURPOSES OF RECORDING THIS MORTGAGE, MERS IS THE MORTGAGEE OF RECORD.

HOGAR MORTGAGE & FINANCIAL SERVICES, INC., A NEW JERSEY CORPORATION ("Lender") is organized and existing under the laws of NEW JERSEY, and
has an address of EAST 80 ROUTE 4, SUITE 190

PARAMUS, NEW JERSEY 07652. Borrower owes Lender the principal sum of
TWO HUNDRED FIFTY THOUSAND SEVEN HUNDRED FIVE AND 00/100

Dollars (U.S.) 250,705.00).

This debt is evidenced by Borrower's Note dated the same date as this Security Instrument ("Note"), which
provides for monthly payments, with the full debt, if not paid earlier, due and payable on APRIL 3,
2018. This Security Instrument secures to Lender: (a) the repayment of the debt evidenced by the
Note, with interest, and all renewals, extensions and modifications of the Note; (b) the payment of all other sums,

FHA New York Mortgages with MERS - 4%
AMOUNT: \$700,000
Amended 2/01
Date 1/26/03
MORTGAGE FORM: 100-2217-031

05/26/2005 00:00 545-548-0308

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LOAN NO. [REDACTED]

With interest, advanced under paragraph 7 to protect the security of this Security Instrument; and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to MERS (solely as nominee for Lender and Lender's successors and assigns) and to the successors and assigns of MERS, the following described property located in [REDACTED] County, New York:

SECTION 48
BLOCK 567
LOT 21

which has the address of **54 GRANT STREET** [REDACTED] (Block) ("Property Address");
FARMINGDALE (City), New York 11735

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, appurtenances and fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property." Borrower understands and agrees that MERS holds only legal title to the interests granted by Borrower in this Security Instrument; but, if necessary to comply with law or custom, MERS, (as nominee for Lender and Lender's successors and assigns), has the right to exercise any or all of those interests, including, but not limited to, the right to foreclose and sell the Property; and to take any action required of Lender including, but not limited to, releasing or cancelling this Security Instrument.

BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower waives and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

Borrower and Lender covenant and agree as follows:

UNIFORM COVENANTS.

1. **Payment of Principal, Interest and Late Charge.** Borrower shall pay when due the principal of, and interest on, the debt evidenced by the Note and late charges due under the Note.
2. **Monthly Payment of Taxes, Insurance and Other Charges.** Borrower shall include in each monthly payment, together with the principal and interest as set forth in the Note and any late charges, a sum for (a) taxes and special assessments levied or to be levied against the Property, (b) household payments or ground rents on the Property, and (c) premiums for insurance required under paragraph 4. In any year in which the Lender must pay a mortgage insurance premium to the Secretary of Housing and Urban Development ("Secretary"), or in any year in which such premium would have been required if Lender still held the Security Instrument, each monthly payment shall also include either: (i) a sum for the annual mortgage insurance premium to be paid by Lender to the Secretary, or (ii) a monthly charge instead of a mortgage insurance premium if this Security Instrument is held by the Secretary, in a reasonable amount to be determined by the Secretary. Except for the monthly charge by the Secretary, these items are called "Escrow Items" and the sums paid to Lender are called "Escrow Funds."

Lender may, at any time, collect and hold amounts for Escrow Items in an aggregate amount not to exceed the maximum amount that may be required for Borrower's escrow account under the Real Estate Settlement Procedures Act of 1974, 12 U.S.C. Section 2601 et seq., and implementing regulations, 24 CFR Part 3500, as they may be amended from time to time ("RESPA"), except that the cushion or reserve permitted by RESPA for unanticipated disbursements or disbursements before the Borrower's payments are available in the account may not be based on amounts that for the mortgage insurance premium.

Initials R.P.

050-4N07714-00

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LEGAL DESCRIPTION

ALL that certain plot, piece or parcel of land, with the buildings and improvements thereon erected, situate, lying and being near Farmingdale, in the Town of Oyster Bay, County of Nassau and State of New York, known and designated as and by Lot No. 21, in Block 567 on a certain map entitled, "Map of Parkdale Estates, Sec. No. 2, surveyed April 1954 by Baldwin & Cornelis Co., filed in the Office of the Clerk of Nassau County on October 22, 1954 as Map No. 6279, which said lot is more particularly bounded and described according to said map as follows:

BEGINNING at a point on the Southerly side of Grant Street distant 1403.66 feet Westerly when measured along the Southerly side of Grant Street from the Westerly end of the curve connecting the Southerly side of Grant Street with the Westerly side of Parkdale Drive, and from said point of BEGINNING

RUNNING THENCE South 4 degrees 34 minutes 30 seconds West, 100 feet;

THENCE North 85 degrees 25 minutes 30 seconds West, 80.58 feet;

THENCE North 12 degrees 06 minutes East, 104.38 feet to the Southerly side of Grant Street;

THENCE Easterly along the Southerly side of Grant Street the following (2) courses and distances:

- 1) On a curve bearing to the left having a radius of 404 feet a distance of 53.06 feet to a point;
- 2) South 85 degrees 25 minutes 30 seconds East, 14 feet to the point or place of BEGINNING.

FOR CONVEYANCE ONLY

BEING THE SAME PREMISES CONVEYED TO Ruben D. Florez and Betty Rojas-Florez, his wife, who acquired title by a deed from Thomas M. Lynott and Kimberly A. Lynott, dated May 21, 1997, recorded May 30, 1997 in Liber 10781 on Page 305.

TOGETHER with all the right, title and interest of the party of the first part, of, in and to the land lying in the street in front of and adjoining said premises.

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LOAN NO. [REDACTED]

If the amounts held by Lender for Escrow Items exceed the amounts permitted to be held by RESPA, Lender shall account to Borrower for the excess funds as required by RESPA. If the amounts of funds held by Lender at any time are not sufficient to pay the Escrow Items when due, Lender may notify the Borrower and require Borrower to make up the shortage as permitted by RESPA.

The Escrow Funds are pledged as additional security for all sums secured by this Security Instrument. If Borrower tends to Lender the full payment of all such sums, Borrower's account shall be credited with the balance remaining for all Installation Items (a), (b), and (c) and any mortgage insurance premium installment that Lender has not become obligated to pay to the Secretary, and Lender shall promptly refund any excess funds to Borrower. Immediately prior to a foreclosure sale of the Property or its acquisition by Lender, Borrower's account shall be credited with any balance remaining for all installments for Items (a), (b), and (c).

3. Application of Payments. All payments under paragraphs 1 and 2 shall be applied by Lender as follows:

First, to the mortgage insurance premium to be paid by Lender to the Secretary or to the monthly charge by the Secretary instead of the monthly mortgage insurance premium;

Second, to any taxes, special assessments, leasehold payments or ground rents, and fire, flood and other hazard insurance premiums, as required;

Third, to interest due under the Note;

Fourth, to amortization of the principal of the Note; and

Fifth, to late charges due under the Note.

4. Fire, Flood and Other Hazard Insurance. Borrower shall insure all improvements on the Property, whether now in existence or subsequently erected, against any hazards, casualties, and contingencies, including fire, for which Lender requires insurance. This insurance shall be maintained in the amounts and for the periods that Lender requires. Borrower shall also insure all improvements on the Property, whether now in existence or subsequently erected, against loss by floods to the extent required by the Secretary. All insurance shall be carried with companies approved by Lender. The insurance policies and any renewals shall be held by Lender and shall include loss payable clauses in favor of, and in a form acceptable to, Lender.

If the event of loss, Borrower shall give Lender immediate notice by mail. Lender may make proof of loss if not made promptly by Borrower. Each insurance company concerned is hereby authorized and directed to make payment for such loss directly to Lender, instead of to Borrower and to Lender jointly. All or any part of the insurance proceeds may be applied by Lender, at its option, either (a) to the reduction of the indebtedness under the Note and this Security Instrument, first to any delinquent amounts applied in the order of paragraph 3, and then to prepayment of principal, or (b) to the restoration or repair of the damaged Property. Any application of the proceeds to the principal shall not extend or postpone the due date of the monthly payments which are referred to in paragraph 2, or change the amount of such payments. Any excess insurance proceeds over an amount required to pay all outstanding indebtedness under the Note and this Security Instrument shall be paid to the entity legally entitled thereto.

In the event of foreclosure of this Security Instrument or other transfer of title to the Property that extinguishes the indebtedness, all right, title and interest of Borrower in and to insurance policies in force shall pass to the purchaser.

5. Occupancy, Preservation, Maintenance and Protection of the Property; Borrower's Loan Application; Leasholds. Borrower shall occupy, establish, and use the Property as Borrower's principal residence within sixty days after the execution of this Security Instrument (or within sixty days of a later sale or transfer of the Property) and shall continue to occupy the Property as Borrower's principal residence for at least one year after the date of occupancy, unless Lender determines that requirement will cause undue hardship for Borrower, or unless extenuating circumstances exist which are beyond Borrower's control. Borrower shall notify Lender of any extenuating circumstances. Borrower shall not commit waste or destroy, damage or substantially change the Property or allow the Property to deteriorate, reasonable wear and tear excepted. Lender may inspect the Property if the Property is vacant or abandoned or the loan is in default. Lender may take reasonable action to protect and preserve such vacant or

W.W. B.P.

[REDACTED]

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LOAN NO. [REDACTED]

abandoned Property. Borrower shall also be in default if Borrower, during the loan application process, gave materially false or inaccurate information or statements to Lender (or failed to provide Lender with any material information) in connection with the loan evidenced by the Note, including, but not limited to, representations concerning Borrower's occupancy of the Property as a principal residence. If this Security Instrument is on a leasehold, Borrower shall comply with the provisions of the lease. If Borrower acquires fee title to the Property, the leasehold and fee title shall not be merged unless Lender agrees to the merger in writing.

6. Condemnation. The proceeds of any award or claim for damages, direct or consequential, in connection with any condemnation or other taking of any part of the Property, or for conveyance in place of condemnation, are hereby assigned and shall be paid to Lender to the extent of the full amount of the indebtedness that remains unpaid under the Note and this Security Instrument. Lender shall apply such proceeds to the reduction of the indebtedness under the Note and this Security Instrument, first to any delinquent amounts applied in the order provided in paragraph 3, and then to prepayment of principal. Any application of the proceeds to the principal shall not extend or postpone the due date of the monthly payments, which are referred to in paragraph 2, or change the amount of such payments. Any excess proceeds over an amount required to pay all outstanding indebtedness under the Note and this Security Instrument shall be paid to the entity legally entitled thereto.

7. Charge to Borrower's and Protection of Lender's Rights in the Property. Borrower shall pay all governmental or municipal charges, dues and impositions that are not included in paragraph 2. Borrower shall pay these obligations on time directly to the entity which is owed the payment. If failure to pay would adversely affect Lender's interest in the Property, upon Lender's request Borrower shall promptly furnish to Lender receipts evidencing these payments.

If Borrower fails to make these payments or the payments required by paragraph 2, or fails to perform any other covenants and agreements contained in this Security Instrument, or there is a legal proceeding that may significantly affect Lender's rights in the Property (such as a proceeding in bankruptcy, for condemnation, or to enforce laws or regulations), then Lender may do and pay whatever is necessary to protect the value of the Property and Lender's rights in the Property, including payment of taxes, hazard insurance and other items mentioned in paragraph 2.

Any amounts disbursed by Lender under this paragraph shall become an additional debt of Borrower and be secured by this Security Instrument. These amounts shall bear interest from the date of disbursement, at the Note rate, and at the option of Lender, shall be immediately due and payable.

Borrower shall promptly discharge any lien which has priority over this Security Instrument unless Borrower: (a) agrees in writing to the payment of the obligation secured by the lien in a manner acceptable to Lender; (b) contests in good faith the lien by, or defends against enforcement of the lien in, legal proceedings which in the Lender's opinion operate to prevent the enforcement of the lien; or (c) secures from the holder of the lien an agreement satisfactory to Lender subordinating the lien to this Security Instrument. If Lender determines that any part of the Property is subject to a lien which may attain priority over this Security Instrument, Lender may give Borrower a notice identifying the lien. Borrower shall satisfy the lien or take one or more of the actions set forth above within 10 days of the giving of notice.

8. Fees; Lender may collect fees and charges authorized by the Secretary.

9. Grounds for Acceleration of Debt.

(a) Default. Lender may, except as limited by regulations issued by the Secretary, in the case of payment defaults, require immediate payment in full of all sums secured by this Security Instrument; if:

- (i) Borrower defaults by failing to pay in full any monthly payment required by this Security Instrument prior to or on the due date of the next monthly payment; or
- (ii) Borrower defaults by failing, for a period of thirty days, to perform any other obligations contained in this Security Instrument.

(b) Sale Without Credit Approval. Lender shall, if permitted by applicable law (including Section 741(d) of the Gaca-St. Germain Depository Institutions Act of 1982, 12 U.S.C. 1701l-3(d)) and with the prior approval of the Secretary, require immediate payment in full of all sums secured by this Security Instrument if:

[REDACTED] 4-NBY 8102

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[REDACTED] B6

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LOAN NO. [REDACTED]

- (i) All or part of the Property, or a beneficial interest in a trust owning all or part of the Property, is sold or otherwise transferred (other than by devise or descent), and
- (ii) The Property is not occupied by the purchaser or grantee as his or her principal residence, or the purchaser or grantee does not occupy the Property but his or her credit has not been approved in accordance with the requirements of the Secretary.
- (c) No Waiver. If circumstances occur that would permit Lender to require immediate payment in full, but Lender does not require such payment, Lender does not waive its rights with respect to subsequent events.
- (d) Regulations of HUD Secretary. In many circumstances regulations issued by the Secretary will limit Lender's rights, in the case of payment default, to require immediate payment in full and foreclosure if not paid. This Security Instrument does not authorize acceleration or foreclosure if not permitted by regulations of the Secretary.
- (e) Mortgage Not Insured. Borrower agrees that if this Security Instrument and the Note are not determined to be eligible for insurance under the National Housing Act within 60 days from the date hereof, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. A written statement of any authorized agent of the Secretary dated subsequent to 60 days from the date hereof, certifying to insure this Security Instrument and the Note, shall be deemed conclusive proof of such insurability. Notwithstanding the foregoing, this option may not be exercised by Lender when the unavailability of insurance is solely due to Lender's failure to remit a mortgage insurance premium to the Secretary.

10. Reinstatement. Borrower has a right to be reinstated if Lender has required immediate payment in full because of Borrower's failure to pay an amount due under the Note or this Security Instrument. This right applies even after foreclosure proceedings are instituted. To reinstate the Security Instrument, Borrower shall tender in a lump sum all amounts required to bring Borrower's account current including, in the extent they are obligations of Borrower under this Security Instrument, foreclosure costs and reasonable and customary attorneys' fees and expenses properly associated with the foreclosure proceeding. Upon reinstatement by Borrower, this Security Instrument and the obligations that it secures shall remain in effect as if Lender had not required immediate payment in full. However, Lender is not required to permit reinstatement if: (i) Lender has accepted reinstatement after the commencement of foreclosure proceedings within two years immediately preceding the commencement of a current foreclosure proceeding, (ii) reinstatement will preclude foreclosure on different grounds in the future, or (iii) reinstatement will adversely affect the priority of the Lien created by this Security Instrument.

11. Borrower Not Released; Forbearance By Lender Not a Waiver. Extension of the time of payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to any successor in interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successor in interest. Lender shall not be required to commence proceedings against any successor in interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successor in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

12. Successors and Assigns Bound; Joint and Several Liability; Co-Signers. The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the provisions of paragraph 9(b). Borrower's covenants and agreements shall be joint and several. Any Borrower who co-signs this Security Instrument but does not execute the Note: (a) is co-signing this Security Instrument only to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument; (b) is not personally obligated to pay the sums secured by this Security Instrument; and (c) agrees that Lender and any other Borrower may agree to extend, modify, forgive or make any accommodations with regard to the terms of this Security Instrument or the Note without that Borrower's consent.

060-4140(FY) 01/04

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REC'D BY _____

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LOAN NO. [REDACTED]

13. Notices. Any notice to Borrower provided for in this Security Instrument shall be given by delivering it or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

14. Governing Law; Severability. This Security Instrument shall be governed by Federal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.

15. Borrower's Copy. Borrower shall be given one conformed copy of the Note and of this Security Instrument.

16. Hazardous Substances. Borrower shall not cause or permit the presence, use, disposal, storage, or release of any Hazardous Substances on or in the Property. Borrower shall not do, nor allow anyone else to do, anything affecting the Property that is in violation of any Environmental Law. The preceding two sentences shall not apply to the presence, use, or storage on the Property of small quantities of Hazardous Substances that are generally recognized to be appropriate to normal residential uses and to maintenance of the Property.

Borrower shall promptly give Lender written notice of any investigation, claim, demand, lawsuit or other action by any governmental or regulatory agency or private party involving the Property and any Hazardous Substance or Environmental Law of which Borrower has actual knowledge. If Borrower learns, or is notified by any governmental or regulatory authority, that any removal or other remediation of any Hazardous Substances affecting the Property is necessary, Borrower shall promptly take all necessary remedial actions in accordance with Environmental Law.

As used in this paragraph 16, "Hazardous Substances" are those substances defined as toxic or hazardous substances by Environmental Law and the following substances: gasoline, kerosene, other flammable or toxic petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials. As used in this paragraph 16, "Environmental Law" means federal laws and laws of the jurisdiction where the Property is located that relate to health, safety or environmental protection.

NON-UNIFORM COVENANTS. Borrower and Lender further covenant and agree as follows:

17. Assignment of Rents. Borrower unconditionally assigns and transfers to Lender all the rents and revenues of the Property. Borrower authorizes Lender or Lender's agents to collect the rents and revenues and hereby directs each tenant of the Property to pay the rents to Lender or Lender's agents. However, prior to Lender's notice of Borrower's breach of any covenant or agreement in the Security Instrument, Borrower shall collect and receive all rents and revenues of the Property as trustee for the benefit of Lender and Borrower. This assignment of rents constitutes an absolute assignment and not an assignment for additional security only.

If Lender gives notice of breach to Borrower: (a) all rents received by Borrower shall be held by Borrower as trustee for benefit of Lender only, to be applied to the sums secured by the Security Instrument; (b) Lender shall be entitled to collect and receive all of the rents of the Property; and (c) each tenant of the Property shall pay all rents due and unpaid to Lender or Lender's agent on Lender's written demand to the tenant.

Borrower has not executed any prior assignment of the rents and has not and will not perform any act that would prevent Lender from exercising its rights under this paragraph 17.

Lender shall not be required to enter upon, take control of or maintain the Property before or after giving notice of breach to Borrower. However, Lender or a judicially appointed receiver may do so at any time there is a breach. Any application of rents shall not cure or waive any default or invalidate any other right or remedy of Lender. This assignment of rents of the Property shall terminate when the debt secured by the Security Instrument is paid in full.

000-42(NY)1000

Page 8 of 8

Lender [Signature]

85/26/2005 00:00 546-548-0308

PAGE 18

LOAN NO. [REDACTED]

18. **Foreclosure Procedure.** If Lender requires immediate payment in full under paragraph 9, Lender may bring a lawsuit to take away all of the Borrower's remedies rights in the Property and have the Property sold. At this sale, Lender or another person may acquire the Property. This is known as "foreclosure and sale." In any lawsuit for foreclosure and sale, Lender will have the right to collect all costs and disbursements and additional allowances allowed by law and will have the right to add all reasonable attorneys' fees to the amount owed Lender, which fees shall become part of the Sum(s) Secured.

Lender may require immediate payment in full under paragraph 9.

If the Lender's interest in this Security Instrument is held by the Secretary and the Secretary requires immediate payment in full under Paragraph 9, the Secretary may invoke the nonjudicial power of sale provided in the Single Family Mortgage Foreclosure Act of 1994 ("Act") (12 U.S.C. 2751 et seq.) by requesting a foreclosure commissioner designated under the Act to commence foreclosure and to sell the Property as provided in the Act. Nothing in the preceding sentence shall deprive the Secretary of any rights otherwise available to a Lender under this Paragraph 18 or applicable law.

19. **Lender's Obligation to Discharge this Security Instrument.** When Lender has been paid all amounts due under the Note and under this Security Instrument, Lender will discharge this Security Instrument by delivering a certificate stating that this Security Instrument has been satisfied. Borrower will not be required to pay Lender for the discharge, but Borrower will pay all costs of recording the discharge in the proper official records.

20. **Agreements about New York Lien Law.** Borrower will receive all amounts lent by Lender subject to the trust fund provisions of Section 13 of the New York Lien Law. This means that if, on the date this Security Instrument is recorded, construction or other work on any building or other improvement located on the Property has not been completed for at least four months, Borrower will: (A) hold all amounts which Borrower received and which Borrower has a right to receive from Lender under the Note as a "trust fund"; and (B) use those amounts to pay for that construction or work before Borrower uses them for any other purpose. The fact that Borrower is holding these amounts as a "trust fund" means that for any building or other improvement located on the Property Borrower has a special responsibility under the law to use the amounts in the manner described in this paragraph 20.

21. **Riders to this Security Instrument.** If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants of each such rider shall be incorporated into and shall control and implement the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument. [Check applicable box(es)].

Condominium Rider Growing Equity Rider Other [specify] _____
 Planned Unit Development Rider Graduated Payment Rider

**BAID PREMISES ARE OR WILL BE IMPROVED
BY A ONE OR A TWO FAMILY DWELLING**

05/26/2005 00:00 646-548-0308

PAGE 11

LOAN NO. [REDACTED]

BY SIGNING BELOW, Borrower accepts and agrees to the terms contained in this Security Instrument and in any rider(s) executed by Borrower and associated with it.

Witnesses:


RUBEN D. FLOREZ (Seal)
Borrower

(Seal)

(Seal)

Borrower

(Seal)

Borrower

(Seal)

Borrower

(Seal)

Borrower

(Seal)

Borrower

STATE OF NEW YORK

County of 

)

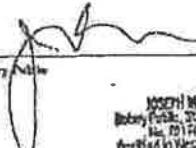
)

)

On the 26TH day of MARCH in the year 2003 before me, the undersigned, a notary public in and for said state, personally appeared RUBEN D. FLOREZ,

personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he executed the same in his capacity(ies), and that by his signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

My Commission Expires:


Notary Public
JOSEPH M. LIVINE
Notary Public, State of New York
No. 70-1141053
Certified in Westchester County
Commission Expires: 7/1/2021

CLB-4N(NY)6100

Page 2 of 2

Section 48
Block 56
Lot 21

05/26/2005 00:00 646-548-0308

PAGE 12

1-4 FAMILY RIDER
Assignment of Rents

THIS 1-4 FAMILY RIDER is made this 26TH day of MARCH, 2003, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Note to

HOGAR MORTGAGE & FINANCIAL SERVICES, INC.,
 A NEW JERSEY CORPORATION (the
 "Lender") of the same date and covering the Property described in the Security Instrument and located at:

54 GRANT STREET
 FARMINGDALE, NEW YORK 11735
 [Property Address]

1-4 FAMILY COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

A. ADDITIONAL PROPERTY SUBJECT TO THE SECURITY INSTRUMENT. In addition to the Property described in the Security Instrument, the following items are added to the Property description, and shall also constitute the Property covered by the Security Instrument: building materials, appliances and goods of every nature whatsoever now or hereafter located in, on, or used, or intended to be used in connection with the Property, including, but not limited to, those for the purposes of supplying or distributing heating, cooling, electricity, gas, water, air and light, fire prevention and extinguishing apparatus, security and access control apparatus, plumbing, bathtubs, water heaters, water closets, sinks, ranges, stoves, refrigerators, dishwashers, disposals, washers, dryers, awnings, storm windows, storm doors, screens, blinds, shades, curtains and curtain rods, attached mirrors, radiators, paneling and musical floor coverings now or hereafter attached to the Property, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the Property covered by the Security Instrument. All of the foregoing together with the Property described in the Security Instrument (or the household items if the Security Instrument is on a household) are referred to in this 1-4 Family Rider and the Security Instrument as the "Property."

MULTISTATE 1-4 FAMILY RIDER - Freddie Mac Uniform Instrument

Page 1 of 3

000-197U197EB

VMP MORTGAGE FORMS - 18001621-7261

Initials: P

Form 3120 2/93

LOAN NO. [REDACTED]

05/26/2005 08:08 646-548-0308

PAGE 13

B. USE OF PROPERTY; COMPLIANCE WITH LAW. Borrower shall not rock, agree to or make a change in the use of the Property or its zoning classification, unless Lender has agreed in writing to the change. Borrower shall comply with all laws, ordinances, regulations and requirements of any governmental body applicable to the Property.

C. SUBORDINATE LIENS. Except as permitted by federal law, Borrower shall not allow any lien inferior to the Security Instrument to be perfected against the Property without Lender's prior written permission.

D. RENT LOSS INSURANCE. Borrower shall maintain insurance against rent loss in addition to the other hazards for which insurance is required by Uniform Covenant 5.

E. "BORROWER'S RIGHT TO REINSTATE" DELETED. Uniform Covenant 18 is deleted.

F. BORROWER'S OCCUPANCY. Unless Lender and Borrower otherwise agree in writing, the first provision in Uniform Covenant 6 concerning Borrower's occupancy of the Property is deleted. All remaining covenants and agreements set forth in Uniform Covenant 6 shall remain in effect.

G. ASSIGNMENT OF LEASES. Upon Lender's request after default, Borrower shall assign to Lender all leases of the Property and all security deposits made in connection with leases of the Property. Upon the assignment, Lender shall have the right to modify, extend or terminate the existing leases and to execute new leases, in Lender's sole discretion. As used in this paragraph G, the word "lease" shall mean "sublease" if the Security Instrument is on a leasehold.

H. ASSIGNMENT OF RENTS; APPOINTMENT OF RECEIVER; LENDER IN POSSESSION. Borrower absolutely and unconditionally assigns and transfers to Lender all the rents and revenues ("Rents") of the Property, regardless of to whom the Rents of the Property are payable. Borrower authorizes Lender or Lender's agents to collect the Rents, and agrees that each tenant of the Property shall pay the Rents to Lender or Lender's agents. However, Borrower shall receive the Rents until (i) Lender has given Borrower notice of default pursuant to paragraph 21 of the Security Instrument and (ii) Lender has given notice to the tenant(s) that the Rents are to be paid to Lender or Lender's agent. This assignment of Rents constitutes an absolute assignment and not an assignment for additional security only.

If Lender gives notice of breach to Borrower: (i) all Rents received by Borrower shall be held by Borrower in trust for the benefit of Lender only, to be applied to the sums secured by the Security Instrument; (ii) Lender shall be entitled to collect and receive all of the Rents of the Property; (iii) Borrower agrees that each tenant of the Property shall pay all Rents due and unpaid to Lender or Lender's agents upon Lender's written demand to the tenant; (iv) unless applicable law provides otherwise, all Rents collected by Lender or Lender's agents shall be applied first to the costs of taking control of and managing the Property and collecting the Rents, including, but not limited to, attorneys' fees, receiver's fees, premiums on receiver's bonds, repair and maintenance costs, insurance premiums, taxes, assessments and other charges on the Property, and then to the sums secured by the Security Instrument; (v) Lender, Lender's agents or any judicially appointed receiver shall be liable or account for only those Rents actually received; and (vi) Lender shall be entitled to have a receiver appointed to take possession of and manage the Property and collect the Rents and profits derived from the Property without any showing as to the inadequacy of the Property as security.

000-187U 09706
LOAN NO. [REDACTED]

Page 3 of 4

INURE: Pg
17am 3170 3/83

05/26/2005 00:00 646-548-0308

PAGE 14

If the Rents of the Property are not sufficient to cover the costs of taking control of and managing the Property and of collecting the Rents any funds expended by Lender for such purpose shall become indebtedness of Borrower to Lender created by the Security Instrument pursuant to Uniform Covenant 7. Borrower represents and warrants that Borrower has not executed any prior assignment of the Rents and has not and will not perform any act that would prevent Lender from exercising its rights under this paragraph.

Lender, or Lender's agents or a judicially appointed receiver, shall not be required to enter upon, take control of or maintain the Property before or after giving notice of default to Borrower. However, Lender, or Lender's agents or a judicially appointed receiver, may do so at any time when a default occurs. Any application of Rents shall not cure or waive any default or invalidate any other right or remedy of Lender. This assignment of Rents of the Property shall terminate when all the sums received by the Security Instrument are paid in full.

I. CROSS-DEFAULT PROVISION. Borrower's default or breach under any note or agreement in which Lender has an interest shall be a breach under the Security Instrument and Lender may invoke any of the remedies permitted by the Security Instrument.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and provisions contained in this
1-4 Family Ride.


ROBERT M. LOPEZ

(Seal)
Borrower(Seal)
Borrower(Seal)
Borrower(Seal)
Borrower(Seal)
Borrower(Seal)
Borrower(Seal)
Borrower(Seal)
Borrower

000-16707-0705
LOAN NO. 

Page 3 of 3

Page 3 of 3



NASSAU COUNTY CLERK'S OFFICE
ENDORSEMENT COVER PAGE

Other Lg
Hanover Cap.

Recorded Date: 01-25-2006
Recorded Time: 10:50:16 a

Record and Return To:
FIRST AMERICAN TITLE
PO BOX 27670
ATTN: SPECIAL DEFAULT SERVICES
DIVISION
SANTA ANA, CA 27670

Liber Book: M 30007
Pages From: 487
To: 494

Control
Number: [REDACTED]
Ref #: [REDACTED]
Doc Type: M01 MORTGAGE

Location: Section Block Lot Unit
OYSTER BAY (2824) 0048 00567-00 00021

Consideration Amount: 18,442.20

RPF001	Taxes Total	163.20
	Recording Totals	58.00
	Total Payment	221.20

THIS PAGE IS NOW PART OF THE INSTRUMENT AND SHOULD NOT BE REMOVED
MAUREEN O'CONNELL
COUNTY CLERK



RECORD AND RETURN TO:
 FIRST AMERICAN TITLE
 P.O. BOX 27670
 SANTA ANA, CALIFORNIA 92799-7670
 ATTN: SPECIAL DEFAULT SERVICES DIVISION

THIS DOCUMENT WAS PREPARED BY:
 DANNETTE PHILPOT
 WASHINGTON MUTUAL BANK
 7255 BAYMEADOWS WAY
 JACKSONVILLE, FL 32256

S
 B
 L

FHA Case No. [REDACTED]

LOAN MODIFICATION AGREEMENT

This Loan Modification Agreement ("Agreement"), made this **NOVEMBER 10, 2005** between **RUBEN D. FLOREZ**

("Borrower"), whose address is
54 GRANT STREET
FARMINGDALE, NEW YORK 11735
 and
WASHINGTON MUTUAL BANK, F.A.

("Lender"), whose address is **7255 BAYMEADOWS WAY**
JACKSONVILLE, FLORIDA 32256

and given to Mortgage Electronic Registrations Systems, Inc. ("MERS") (solely as nominee for Lender, and Lender's successors and assigns), as beneficiary, MERS is organized and existing under the laws of Delaware, and has an address and telephone number of P.O. Box 2026, Flint, MI 48501-2026, tel. (888) 679-MERS, amends and supplements (1) the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument"), dated **MARCH 26, 2003** and recorded in **BOOK 25182, PAGE 685**

JEFFREY COUNTY, NEW YORK, and (2) the Note, in the original principal amount of U.S. \$ **250,760.00**, bearing the same date as, and secured by, the Security Instrument, which has been assigned MERS Registration No. [REDACTED]

and MERS Registration Date **MARCH 26, 2003**, and which covers the real and personal property described in the Security Instrument and defined therein as the "Property", located at

54 GRANT STREET
FARMINGDALE, NEW YORK 11735
 HUD MERS Modification Agreement
 FANTM NYHUDMERSMOD Rev. 07-29-02

*Current w/ B (\$231,459.01)
 Lopped out \$18,440.20, New monies*

Page 1

R P

the real property described is located in **MASSACHUSETTS** COUNTY, NEW YORK
and being set forth as follows:
SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF;

Tax Parcel No. XXXXXXXXXX

In consideration of the mutual promises and agreements exchanged, the parties hereto agree as follows (notwithstanding anything to the contrary contained in the Note or Security Instrument):

1. As of **DECEMBER 1, 2005**, the amount payable under the Note and the Security Instrument (the "Unpaid Principal Balance") is U.S. \$ **249,851.21** consisting of the amount(s) loaned to the Borrower by the Lender and interest capitalized to date in the amount of U.S. \$ **18,442.20**.
2. Borrower promises to pay the Unpaid Principal Balance, plus interest, to the order of the Lender. Interest will be charged on the Unpaid Principal Balance at the yearly rate of **6.000 %**, from **DECEMBER 1, 2005**. The Borrower promises to make monthly payments of principal and interest of U.S. \$ **2,393.19**, beginning on the first day of **JANUARY, 2006**, and continuing thereafter on the same day of each succeeding month until principal and interest are paid in full. If on **APRIL 01, 2018** (the "Maturity Date"), the Borrower still owes amounts under the Note and the Security Instrument, as amended by this Agreement, the Borrower will pay these amounts in full on the Maturity Date.

The Borrower will make such payments at
WASHINGTON MUTUAL BANK, F.A.
P.O. BOX 3200
MILWAUKEE, WISCONSIN 53224
or at such other place as the Lender may require.

3. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in the Borrower is sold or transferred and the Borrower is not a natural person) without the Lender's prior written consent, the Lender may require immediate payment in full of all sums secured by this Security Instrument.

If the Lender exercises this option, the Lender shall give the Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which the Borrower must pay all sums secured by this Security Instrument. If the Borrower fails to pay these sums prior to the expiration of this period, the Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on the Borrower.

4. The Borrower also will comply with all other covenants, agreements, and requirements of the Security Instrument, including without limitation, the Borrower's covenants and agreements to make all payments of taxes, insurance premiums, assessments, escrow items, impounds, and all other payments that the Borrower is obligated to make under the Security Instrument; however, the following terms and provisions are forever cancelled, null and void, as of the date specified in Paragraph No. 1 above:

HUD-MERS Modification Agreement

FANDI NYHUDMERSMOD-2.A Rev. 01-10-05

Page 2

R *P*

(a) all terms and provisions of the Note and Security Instrument (if any) providing for, implementing, or relating to, any change or adjustment in the rate of interest payable under the Note; and

(b) all terms and provisions of any adjustable rate rider, or other instrument or document that is affixed to, wholly or partially incorporated into, or is part of, the Note or Security Instrument and that contains any such terms and provisions as those referred to in (a) above.

5. If the Borrower has, since inception of this loan but prior to this Agreement, received a discharge in a Chapter 7 bankruptcy, and there having been no valid reaffirmation of the underlying debt, by entering into this Agreement, the Lender is not attempting to re-establish any personal liability for the underlying debt.

6. Nothing in this Agreement shall be understood or construed to be a satisfaction or release in whole or in part of the Note and Security Instrument. Except as otherwise specifically provided in this Agreement, the Note and Security Instrument will remain unchanged, and Borrower and Lender will be bound by, and comply with, all of the terms and provisions thereof, as amended by this Agreement.



RUBEN D. FLOREZ

-Borrower

-Borrower

-Borrower

-Borrower

Mortgage Electronic Registration Systems, Inc. as nominee for
WASHINGTON MUTUAL BANK, F.A.



Name: MAMIE CLARK
Its: VICE PRESIDENT

-Lender

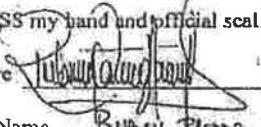
BORROWER ACKNOWLEDGMENT

State of New York
County of *Surry*

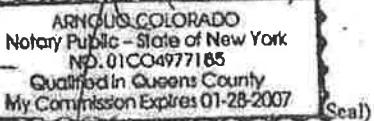
On *November 28, 2005* before me,
personally appeared
RUBEN D. FLOREZ
NYSID

personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature 

Printed Name RUBEN D. FLOREZ



LENDER ACKNOWLEDGMENT

State of *Florida*
County of *Dade*

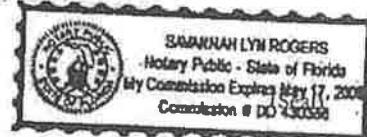
On *12-2-05* before me,
personally appeared MAMIE CLARK,
of washington mutual, the **VICE PRESIDENT**

personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature Savannah Lyn Rogers

Printed Name Savannah Lyn Rogers



LEGIBILITY POOR
FOR MICROFILM

Title No. 

**RECEIVED IN
THIS CONDITION**

SCHEDULE A

ALL THAT CERTAIN PLOT, PIECE OR PARCEL OF LAND, with the buildings and improvements thereon erected, situate, lying and being near Farmingdale, in the Town of Oyster Bay, County of Nassau and State of New York, known and designated as and by Lot No. 21, in Block 567 on a certain map entitled, "Map of Parkdale Estates, Sec. No. 2, surveyed April 1954 by Baldwin & Cornelis Co., filed in the Office of the Clerk of Nassau County on October 22, 1954 as Map No. 6279, which said lot is more particularly bounded and described according to said map as follows:

BEGINNING at a point on the Southerly side of Grant Street distant 1403.66 feet Westerly when measured along the Southerly side of Grant Street from the Westerly end of the curve connecting the Southerly side of Grant Street with the Westerly side of Parkdale Drive, and from said point of BEGINNING

RUNNING THENCE South 4 degrees 34 minutes 30 seconds West, 100 feet;

THENCE North 85 degrees 25 minutes 30 seconds West, 80.58 feet;

THENCE North 12 degrees 06 minutes East, 1,04.38 feet to the Southerly side of Grant Street;

THENCE Easterly along the Southerly side of Grant Street the following (2) courses and distances:

- 1) On a curve bearing the last having a radius of 404 feet a distance of 53.06 feet to a point;
- 2) South 85 degrees 25 minutes 30 seconds East, 14 feet to the point or place of BEGINNING.

AFFIDAVIT UNDER SECTION 255 OF THE NEW YORK STATE LAW
(MODIFICATION AGREEMENT)

I, MAMIE CLARK

, being duly sworn, deposes and says;

1. That be/she is the agent for the owner and holder of the hereinafter described mortgage, and is familiar with the facts set forth herein.
2. A certain mortgage bearing the date of **MARCH 26, 2003**, in the principal amount of **TWO HUNDRED FIFTY THOUSAND SEVEN HUNDRED FIVE AND NO /100** (\$ **250,705.00**) was made by **RUBEN D. FLOREZ**

as Mortgagor to
HOGAR MORTGAGE & FINANCIAL SERVICES, INC.

as original Mortgagee, recorded on **OCTOBER 15, 2003**, in Liber **25182** Page **685**
 Instrument No: , and assigned to

dated in Liber Page , Instrument No. , in the
Nassau County Clerk's Office, upon which the mortgage tax was duly paid thereon.

3. The instrument offered for recording herewith is a Modification made by **RUBEN D. FLOREZ**

to
WASHINGTON MUTUAL BANK, F.A.
 effective **DECEMBER 1, 2005**, and to be recorded in the **Nassau**
 County Clerk's Office.

4. The instrument offered for recording modifies and does not create or secure any new or further lien, indebtedness or obligation other than the principal indebtedness or obligation secured by or which under any contingency may be secured by the recorded mortgage hereinabove first described with the exception of the following amount:

- a) Unpaid principal balance \$ 231,409.01
- b) New unpaid principal balance \$ 249,851.21
- c) b minus a equals \$ 18,442.20
- d) Additional obligation secured by mortgage as modified

Additional mortgage recording tax of \$ **163.75** is therefore being paid on this Modification
 on the sum set forth in 4c.

That Exemption from further tax is CLAIMED under Section 255 of the Tax Law.

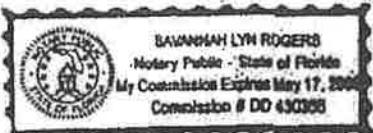
WASHINGTON MUTUAL BANK, F.A.


 Name: **MAMIE CLARK**
 Title: **VICE PRESIDENT**

State of **Florida**
County of **Duval**

On this **12-2-05**, before me, the undersigned, a Notary Public in and for said state, personally appeared **MAMIE CLARK, VICE PRESIDENT**

personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument, and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.



Savannah Lyn Rogers
Notary Public
My commission expires: 5-17-2009

**LEGIBILITY POOR
FOR MICROFILM.**

WellsNASSAU COUNTY CLERK'S OFFICE
ENDORSEMENT COVER PAGERecorded Date: 07-13-2009
Recorded Time: 12:09:19 pRecord and Return To:
PILLAR PROCESSING, LLC
220 NORTHPONTE PKWYLiber Book: M 33933
Pages From: 580
To: 581SUITE B
AMHERST, NY 14228Control: [REDACTED]
Number: [REDACTED]
Ref #: [REDACTED]
Doc Type: M23 ASSIGN MORTGAGERefers to: Book: M 25182 Page: 685
Book: M 30007 Page: 487Location:
OYSTER BAY (2824)Section Block Lot Unit
0048 00567-00 00021

AAR001

Taxes Total	.00
Recording Totals	60.00
Total Payment	60.00

THIS PAGE IS NOW PART OF THE INSTRUMENT AND SHOULD NOT BE REMOVED
MAUREEN O'CONNELL
COUNTY CLERK

2
250
50
P. La

ASSIGNMENT OF MORTGAGE

County of NASSAU, State of New York

13300 SW 34th Ave. Suite 101 Doral FL

Assignor: Mortgage Electronic Registration Systems, Inc., as nominee for Washington Mutual Bank, F.A., its successors and assigns, 3300 SW 34th Ave, Suite 101, Ocala, FL 34474 34474

Assignee: Wells Fargo Bank, N.A., 1200 West Parkland Ave., Milwaukee, WI 53224

Original Lender: Mortgage Electronic Registration Systems, Inc. as nominee for Hagar Mortgage & Financial Services, Inc.

Mortgage made by RUBEN D. FLÓREZ, dated the 26th day of March, 2003 in the amount of Two hundred and fifty thousand seven hundred and five dollars (\$250,705.00) and interest, recorded on the 15th day of October, 2003 in the Office of the Clerk of the County of NASSAU at Liber 25182 of Mortgages at Page 685.

Loan Modification Agreement made by RUBEN D. FLOREZ, given to Mortgage Electronic Registration Systems, Inc. as nominee for Washington Mutual Bank, F.A., dated the 10th day of November, 2005 in the amount of Eighteen thousand four hundred and forty two dollars and twenty cents (\$18,442.20) and interest, recorded on the 25th day of January, 2006 in the Office of the Clerk of the County of NASSAU at Liber 30007 of Mortgages at Page 487. Said agreement capitalized interest to form a single lien of Two hundred and forty nine thousand eight hundred and fifty one dollars and twenty one cents (\$249,851.29) and interest.

Properly Address: 54 GRANT STREET, FARMINGDALE, NY 11735
SBL # 48-567-21

Know that All Men By These Present in consideration of the sum of One and No/100th Dollars and other good valuable consideration, paid to the above Named assignor, the receipt and sufficiency of which is hereby acknowledged the Said Assignor hereby assigns unto the above named Assignee the said Mortgage, and the full benefit of all the powers and of all the covenants and Provisions therein contained, and the said Assignor hereby grants and conveys unto the said Assignee, the Assignor's beneficial interest under the Mortgage.

TO HAVE AND TO HOLD the said Mortgage, and also the said property unto the said Assignee forever, subject to the terms contained in said Mortgage.

THIS Assignment is not subject to the requirement of Section 225 of the Real Property Law because it is within the secondary mortgage market.

IN WITNESS WHEREOF, the Assignor has caused these presents to be signed by its duly authorized officer this 9th day of June, 2009.

IN PRESENCE OF

**Mortgage Electronic Registration Systems, Inc. as
nominee for Washington Mutual Bank, F.A., its
successors and assigns**

BY: *Epiniki M. Bechakas*
Epiniki M. Bechakas
Assistant Secretary and Vice President

State of New York

County of Erie ss:

On the 9th day of June in the year 2009 before me, the undersigned, a notary public in and for said state, personally appeared Elpiniki M. Bechakas, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s) or the person upon behalf of which the individual(s) acted, executed the instrument.

Notary Public

CHERYL LARKIN
Notary Public, State of New York
Qualified in Erie County
My Commission Expires ~~05/2003~~

Pillar Processing, LLC
220 Northpointe Pkwy., Suite B
Amherst, NY 14228

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